

# **NATIVE VILLAGE OF SHAKTOOLIK**

## **REQUEST FOR PROPOSALS**

### **Indefinite Delivery Indefinite Quantity (IDIQ) Engineering Services**

June 12, 2017

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##### **Exhibits**

- A. Area and Community Maps
- B. Draft IDIQ Engineering Professional Services Contract

## **I. Solicitation**

The Native Village of Shaktoolik (NVS), through its governing body, the Shaktoolik IRA Council, is soliciting proposals for Indefinite Delivery Indefinite Quantity (IDIQ) professional engineering services in support of NVS. The selected Engineering Firm (Engineer) will be available to provide planning, design, permitting, and construction management services for infrastructure and infrastructure protection projects for Shaktoolik.

*Minimum Qualifications:* The firm must be a Certified Professional Engineering Firm licensed in Alaska.

*Native Preference:* This solicitation is open to both Native and Non-Native businesses. Consistent with NVS ordinance and procurement policy, a 10% scoring preference will be given to businesses that are 51% or more Native owned.

## **II. Submittals**

To be considered, respondents must deliver submittals to the address below, on or before the deadline, and in the number of copies indicated below.

*Deadline:* Proposals will be accepted until Friday, July 7, 2017 at 1:00 PM AST.

*Address Responses To:* Matilda Hardy, Native Village of Shaktoolik President, C/O Denali Commission, 510 "L" Street, Suite 410, Anchorage, Alaska 99501

*Mark Submittals as Follows:* IDIQ Engineering Contractor Proposal – Shaktoolik

*Required Number of Copies:* Six (6) hard copies, plus a pdf copy on a thumb drive

## **III. Background and Project Summary**

Shaktoolik is an Inupiat Native community, population approximately 260, located on Norton Sound in Northwest Alaska. Located on a narrow sand spit, Shaktoolik faces erosion as well as accretion from both the Tagoomenik River and Norton Sound.

In 2009 the Government Accountability Office (GAO) published GAO-09-551, Alaska Native Villages - Limited Progress Has Been Made on Relocating Villages Threatened by Flooding and Erosion. The report named Shaktoolik as one of the four most threatened Alaska communities.

In 2011 the US Army Corps of Engineers completed the Shaktoolik Coastal Flooding Analysis which concluded that a 100-year storm would inundate the entire community and the water level would be above the finish floor elevation of all buildings.

In 2014 Shaktoolik, through the combined effort of the City, the IRA, and the Village Corporation, took a concept level plan developed by coastal engineers at the Alaska Department

of Transportation and Public Facilities and constructed a berm, approximately 1 mile long, to protect the village from the effects of fall storms.

The 2016 Shaktoolik Strategic Management Plan expresses the community's desire to "defend in place" for now while acknowledging that there may be a need to relocate in the future. The plan identifies Escape Route Lighting as a critical action. In the Proactive Emergency Management section of the Plan a "Storm Surge Mound" is described.

There are several studies and reports that have been written about Shaktoolik which can be found on the webpages of the Alaska Department of Commerce, Community, and Economic Development; Division of Community and Regional Affairs.

<https://www.commerce.alaska.gov/web/dcra/PlanningLandManagement/AlaskaCommunityCoastalProtectionProject/Shaktoolik.aspx>

#### **IV. Scope of Services**

The Engineer will enter into an IDIQ contract with NVS to provide on-call engineering services including planning, design, permitting, and construction management as agreed upon by the Engineer and NVS on a Task Order basis.

Two initial task orders (TOs), the scopes of which have not been fully defined, are summarized below.

- **Escape Route Lighting**

NVS desires to have lighted markers that will guide boats to stay in the river channel especially during flood conditions. The scope of work will include getting community input in order to define the project, design, and permitting. The goal is to have final design documents by October 2017. Construction funding has not been identified.

- **Storm Surge Mound**

NVS recognizes the danger of a major storm and flood and the difficulty of evacuating people from Shaktoolik. Therefore, they would like to pursue the planning, design, and permitting of a mound that would be above the elevation of highest foreseeable flood and large enough to accommodate the entire community for the duration of storm. The goal is to have final design documents by June 2018. Construction funding has not been identified.

#### **V. Schedule**

The following is a preliminary schedule:

Proposals due	7 July 2017
Engineer selected	21 July 2017
Execute IDIQ contract	4 August 2017



## VI. Funding and Type of Contract

Initial funding for the engineering services to be procured via this RFP (TO#1 and TO#2) is being provided by the Denali Commission. A funding agreement between the Commission and the NVS was executed on May 12, 2017.

NVS intends to enter into negotiations with the highest ranked Proposer and execute a one year professional services contract with said Proposer, that may be amended and/or extended as agreed to by both parties for up to four (4) additional years. Draft contract terms and conditions are attached as Exhibit B. In the event NVC cannot successfully negotiate a contract with the highest ranked Proposer, NVC will terminate negotiations with that Proposer, and initiate negotiations with the second ranked Proposer.

NVS anticipates that compensation for the TOs issued under the IDIQ contract will be on a time and materials, not to exceed, basis and/or a limited scope lump sum agreement.

## VII. Selection Process

Proposals will be reviewed by a Selection Committee established for this particular RFP. Each committee member will rate each proposal on each of the selection criteria listed below. Scores for each criterion will be determined by multiplying a raw score from 0 – 10 by the listed weight. A combined Committee score will be assigned to each proposal to determine an initial ranking. The highest ranked Proposers from this list will be invited to make oral presentations to the full Committee the week of July 17th in Anchorage. Interviewed firms will be re-scored by the Committee using the same criteria listed below. NVS intends to negotiate a contract with the firm which in the Committee's sole judgment, will provide the best overall value to NVS.

<u>Contractor Selection Criteria</u>	<u>Weight</u>	<u>Max. Score</u>	<u>Percent of Max. Score</u>
1. Management Plan	25	250	25%
2. Key Personnel Experience	30	300	30%
3. Capacity	15	150	15%
4. Past Performance	20	200	20%
5. Native Owned Business	10	100	10%
<b>Total</b>		<b>1,000</b>	<b>100%</b>

### **VIII. Proposal Content and Format**

Proposals should only address the selection criteria listed above. Submittals should include all of the following and adhere to the specified criteria.

Cover Letter: 1 page maximum, that includes an acknowledgement of all addenda  
Narrative: 10 pages maximum  
Resumes: 2 pages maximum (each)

One page is defined as one side of a standard 8 ½" x 11" sheet of paper.

1. Management Plan: Summarize how you will staff, organize, and manage task orders. Include information related to planning, design, permitting, and construction. Specifically address scoping, budgeting, estimating, scheduling and construction management. Identify any work that may be accomplished via subcontract.
2. Key Personnel Experience: Provide a summary of projects similar in size and complexity that demonstrate at least 10 years of relevant experience, five of which must have been in rural Alaska. Describe projects where you were required to coordinate with multiple funding agencies. Summarize rural Alaska experience and projects that have involved force account construction.
3. Capacity: Provide a summary of your firm's current and anticipated workload from July 2017 – December 2018. Include a brief description of projects and dollar values of design and construction for which your firm is responsible during this period. Identify all project responsibilities for the key personnel included in this proposal.
4. Past Performance: Summarize past performance for the key personnel included in this proposal on relevant projects in terms of overall project budget, schedule and quality. Provide Owner contact information and other references for three relevant projects.
5. Documentation of Native Ownership: (IF APPLICABLE) Provide documentation that the Engineering Firm is 51% or more Native owned.

### **IX. Additional Information**

1. For additional information regarding the project or this RFP, please contact:

Chris Allard, PE  
[callard@denali.gov](mailto:callard@denali.gov)  
907-271-1414

2. Proposers should be aware that the information presented in this document is preliminary. Issues such as the proposed schedule are subject to refinement and change.
3. Any costs incurred in response to this request are at the proposer's sole risk and will not be reimbursed by NVS or any of the project funders.
4. NVS reserves the right to waive informalities, and to make a selection as deemed in its own best interest. This includes the right to reject all proposals and proceed utilizing a different process.
5. In the event the contract executed pursuant to this RFP is terminated for cause or convenience within 12 months, NVS may at its discretion enter into negotiations with other Proposers from the original solicitation, in the order ranked after the July 2017 interviews.
6. **Regardless of how a Proposer obtained a copy of this RFP, all Proposers must register with the contact listed in item #1 above, to ensure that any and all addenda are received. Failure to acknowledge addenda in a Proposer's cover letter may result in the Proposer being declared non-responsive, at the discretion of NVS.**

## **EXHIBIT A**

- Area and Community Maps

These maps are available on the website of the Alaska Department of Commerce, Community, and Economic Development

<http://dccc.dmaps.arcgis.com/apps/Viewer/index.html?appid=8e346292c8df44fa98b7d80740c67b03>

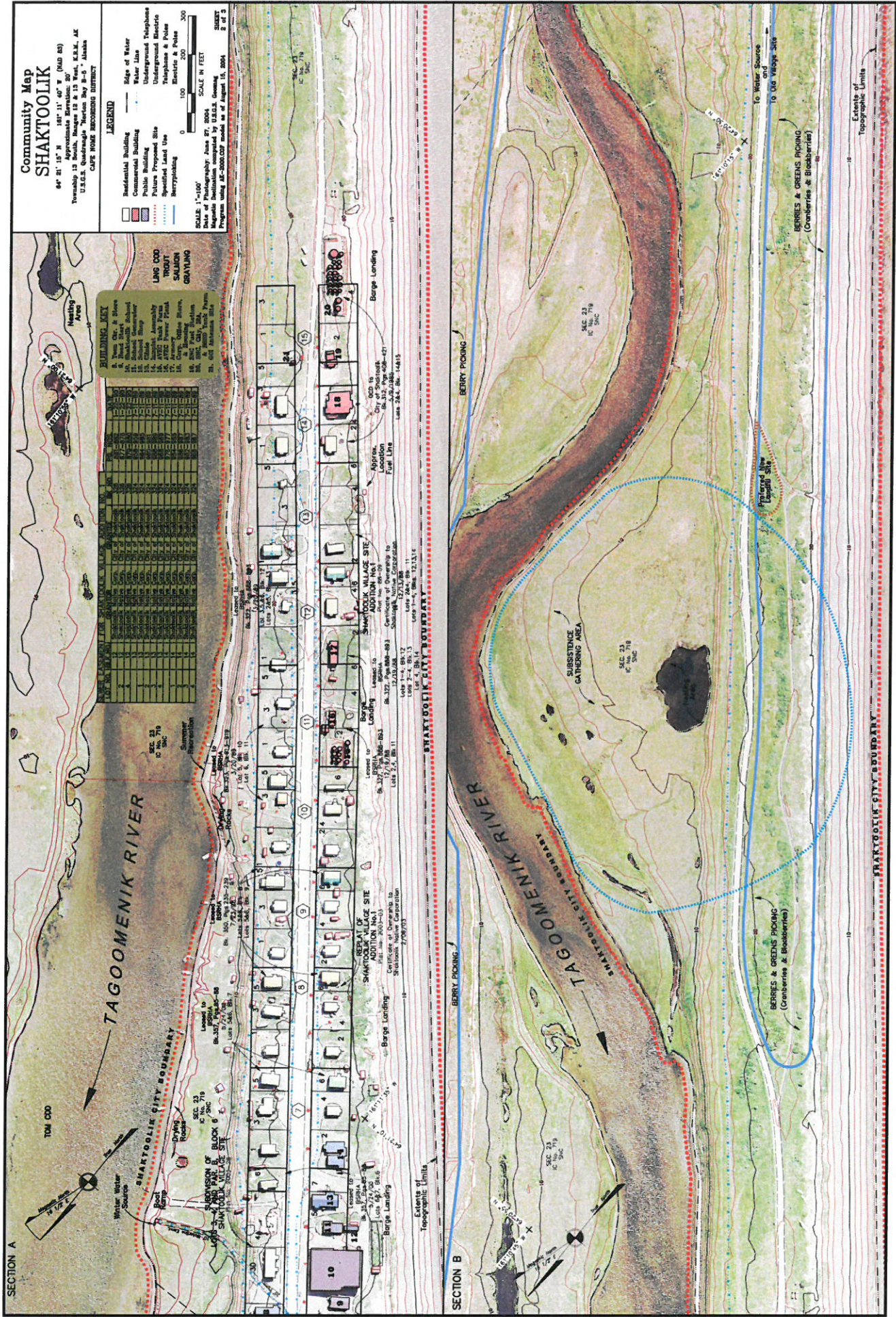














**EXHIBIT B**

Draft IDIQ Engineering Professional Services Contract

## Indefinite Delivery & Indefinite Quantity Contract for Professional Services

THIS AGREEMENT, is hereby made between:

**Native Village of Shaktoolik  
P.O. Box 100  
Shaktoolik, Alaska 99771**

("Shaktoolik"), and

**[Engineer]  
Federal Tax ID or SSN:**

("Engineer")  
(collectively "the Parties")

### **(1) GENERAL**

This is an Indefinite Delivery and Indefinite Quantity ("IDIQ") contract for professional engineering related services pertaining to multiple infrastructure and infrastructure protection projects that are funded by the Denali Commission and may include other funding sources ("Contract"). Work will be performed utilizing task orders during the term of the Contract.

Construction is to maximize the utilization of the local work force in the project vicinity to the fullest extent feasible, and to consider access to materials and equipment commonly operated within the region and generally available.

### **(2) TERM**

This Contract shall commence on the date of signing, and terminate after one year, or sooner as provided in Section 17 ("Term"), except that, this Contract may be amended and/or extended for up to four (4) additional years by mutual consent of both Parties.

### **(3) SCOPE OF WORK**

Engineer shall provide on-call engineering services including planning, design, permitting, and construction management services, as agreed upon by Shaktoolik and Engineer, on a task order basis ("Scope of Work").

Engineer shall perform the Scope of Work in accordance with Engineer's Proposal dated \_\_\_\_\_ submitted to Shaktoolik in response to the RFP for this Contract, which is hereby incorporated by reference into this Contract.



#### **(4) INITIATION OF TASK ORDERS**

Shaktoolik shall give to Engineer, in writing, a project and task specific Scope of Work for specific tasks which arise under this Contract. Engineer will prepare a task order with a cost proposal included for Shaktoolik's review and approval ("Task Order"). Work will proceed once the Task Order has been accepted by both parties. Engineer is responsible to track the costs of this Contract. Changes to the Scope of Work for a specific Task Order performed under this Contract shall be made through a written change order mutually agreed upon by both Parties.

#### **(5) AMOUNT AND METHOD OF PAYMENT**

Unless otherwise agreed by both Parties, compensation for Task Orders under this Contract will be on a time and materials, not to exceed, basis and/or a limited scope lump sum agreement, which shall be included with each Task Order. Where applicable, the Parties shall utilize the rate schedule attached to this Contract as Addendum A, and hereby incorporated by reference into this Contract.

In order to be compensated and as applicable depending on the method of payment agreed to for a specific Task Order by both Parties, Engineer shall provide a brief status report describing the work that was completed, time sheets and copies of all receipts for direct charges. Shaktoolik will make every effort to ensure payment is made within two weeks of receipt of the invoice. Shaktoolik will only pay for services approved in advance through Task Orders.

#### **(6) INSURANCE**

Engineer shall purchase and maintain the following insurance:

- Workers Compensation and employer's liability insurance as required by State law and as will adequately protect Engineer from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws.
- General liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage and two million dollars (\$2,000,000) aggregate.
- Auto liability insurance with limits of not less than one million dollars (\$1,000,000) and physical damage limits of the stated value for all vehicles used by Engineer on the project(s).
- Professional liability (errors and omissions) insurance with limits of not less than one million dollars (\$1,000,000).

Shaktoolik shall be named as an additional insured in each policy herein provided, except for worker's compensation and employer's Liability insurance. Engineer shall furnish Shaktoolik certificates showing the type, amount, class of operation, effective dates and dates of expiration of policies. All insurance certificates must be delivered to Shaktoolik before work begins, and must confirm that each type of coverage extends to all services

to be performed described in the Scope of Work in Section (3). All insurance certificates and policies shall not be cancelled or allowed to expire within the duration of this contract until at least thirty (30) days prior written notice has been given to Shaktoolik. Such policies shall contain a clause pursuant to which the insurance carriers waive all rights of subrogation against Shaktoolik with respect to losses payable under such policies.

#### **(7) INDEMNIFICATION**

Engineer agrees to defend, indemnify, and hold harmless Shaktoolik, its officers, employees and agents, against any and all claims, damages, liability and court awards, including costs, expenses and attorney's fees, to the extent such claims are caused by any act or omission of Engineer, its officers, employees, agents, sub-contractors, or assignees arising out of the performance of this Contract, to the full extent permitted by law. Each Party agrees to be responsible for and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees. This indemnification provision shall continue in full force and effect after the term of this Contract.

#### **(8) COMPLIANCE WITH APPLICABLE LAWS**

A portion of the funding for this Contract is for work Shaktoolik is performing through an agreement with the Denali Commission. Shaktoolik may also receive funding from other sources for these projects. Funding through the Denali Commission is provided under authorities of the Denali Commission Act of 1998, 42 USC §3121 (note). All program standards, applicable Federal Acquisition Regulations (FAR), and performance conditions required of Shaktoolik by its agreement with the Denali Commission, and applicable laws and regulations, are incorporated into this Contract by reference and are required of Engineer. Engineer shall fully comply with all other applicable laws and regulations including any other applicable program standards, performance conditions, contractual requirements, laws and regulations required by other funding sources, in performing the Scope of Work.

#### **(9) ASSIGNMENT/SUB-CONTRACTS**

No portion of this Contract or Task Orders issued shall be assigned or subcontracted to any other person or entity without the written consent of Shaktoolik; provided, Shaktoolik will not unreasonably withhold consent to an assignment or subcontract to a qualified person or entity whom Engineer desires to perform the work. Such consent when given shall not be construed to relieve Engineer of any responsibility for the fulfillment of this Contract.

Engineer shall use its own procurement system and procedures to ensure that any sub-contract or assignment entered into includes clauses required by federal statutes and executive orders and their implementing regulations, by state and local laws and regulations, and by the terms of this Contract. Engineer shall ensure that any person or



entity used by Engineer through a sub-contract or assignment are bound by, assume, and are in compliance with the obligations and responsibilities of the Engineer that are required by the RFP, this Contract and any attachments thereto, Task Orders, and any modifications or other obligations and responsibilities of Engineer arising from Engineer's performance of the Scope of Work.

#### **(10) RELATIONSHIP OF PARTIES**

Engineer is an independent contractor. None of the provisions of this Contract are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effecting the provision of this Contract. In addition, Engineer is responsible at its own expense for obtaining any required business license fees, professional fees and licensing, for obtaining its own insurance, and for payment of federal, state and local taxes necessary or attributable to Engineer's business. Engineer is not entitled to health insurance, life insurance, retirement insurance, or any other benefits from Shaktoolik or available to employees or officers of Shaktoolik. Shaktoolik will not pay social security, income tax, or unemployment benefits or provide workers compensation insurance for or on behalf of Engineer or Engineer's employees.

#### **(11) CONFIDENTIALITY**

All information made available by Shaktoolik to the Engineer by virtue of this contract shall be held in strict confidence by the Engineer. Such confidential disclosures that are made or become available to the Engineer are made in reliance on this premise.

#### **(12) ENGINEER'S STANDARDS AND ASSURANCES**

Engineer represents and warrants that employees or agents of Engineer are experienced and skilled in their profession, and shall perform services in accordance with the standards for workmanship in their respective professions. Engineer's findings, recommendations, and professional advice shall be based on practices and procedures customary to each respective profession. Engineer shall provide additional services needed to correct its deficiencies at no additional cost to Shaktoolik.

Engineer represents and warrants that the Engineer is qualified to perform the Scope of Work, described in Section 3, and possesses or has obtained any professional licenses, business licenses, permits or governmental approvals for performance the Scope of Work. Engineer shall, during the term of this Contract, maintain a competent, adequate and qualified staff to ensure successful performance of this Contract and shall provide all tools, equipment, and supplies necessary to perform the Scope of Work.

#### **(13) GOVERNING LAW/CONSTRUCTION**

This Contract shall be governed and construed according to the laws of the State of Alaska, provided that, this Contract shall be construed without consideration of which

party drafted it, and any rule that Contracts are construed most strongly against the drafting party shall not apply.

#### **(14) WORK PRODUCT**

To the extent this Contract requires Engineer to produce for Shaktoolik goods, tangible objects or intellectual property of any kind, including but not limited to notes, drawings, pictures, letters, written reports, memoranda, documents, graphs, charts, or other documents, illustrations, artwork, photographs, video or audio recordings, regardless of the medium in which such products are recorded (print or electronic), all ownership and copyright interests in such work product shall be and remain the sole property of Shaktoolik, and may be used in any way without additional compensation under this Contract, unless expressly reserved to Engineer in the Scope of Work or separate written agreement signed by both Shaktoolik and Engineer. These documents may be provided to the federal government upon request or as deliverables under Shaktoolik's funding agreement with the Denali Commission.

#### **(15) SEVERABILITY**

If a court of competent jurisdiction finds any provision of this Contract to be illegal, invalid, or unenforceable as to any circumstance under any applicable law of any jurisdiction, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Contract. Unless otherwise required by law, the illegality, invalidity or unenforceability of any provision of this Contract shall not affect the legality, validity or enforceability of any other provision of this Contract.

#### **(16) AMENDMENTS**

The Parties may amend this Contract by mutual written consent of both Parties.

#### **(17) TERMINATION**

Shaktoolik or Engineer may terminate this Contract, with or without cause, and without liability, upon fourteen (14) days written notice. In addition, Shaktoolik may terminate this Contract immediately if Engineer fails to comply with its obligations in Sections eight (8) (Compliance with Applicable Laws) and twelve (12) (Assurances). In the event of such a termination, Engineer shall provide Shaktoolik a detailed written report with the final invoice for the work performed up to the date of termination and shall provide Shaktoolik with any documents prepared for Shaktoolik. Shaktoolik shall pay Engineer for all services provided prior to the date of termination unless the services so provided were not in conformance with industry standards.



**(18) POINT OF CONTACT**

**Engineer:**

Phone: (907)

Fax: (907)

Email:

Mailing Address:

**Shaktoolik:**

Phone: (907)

Fax: (907)

Email:

Mailing Address:

**ACCEPTANCE**

**Engineer:**

By: \_\_\_\_\_  
[Name and Title]

Date: \_\_\_\_\_

**Native Village of Shaktoolik:**

By: \_\_\_\_\_  
President, Native Village of Shaktoolik

Date: \_\_\_\_\_

Indefinite Delivery & Indefinite Quantity  
Contract for Professional Services

**ADDENDUM A  
RATE SCHEDULE**

The Parties agree to the following initial base rate schedule for Engineer's personnel providing services under this IDIQ Contract:

<b>Principal Engineer</b>	<b>\$xxx/Hr</b>	
<b>Project Manager</b>	<b>\$xxx/Hr</b>	
<b>Civil Engineer</b>	<b>\$xxx/Hr</b>	
<b>Mechanical Engineer</b>	<b>\$xxx/Hr</b>	
<b>Surveyor</b>	<b>\$xxx/Hr</b>	
<b>CADD Technician</b>	<b>\$xxx/Hr</b>	
<b>Admin. Assistant</b>	<b>\$xxx/Hr</b>	
<b>[other]</b>	<b>\$xxx/Hr</b>	
<b>[other]</b>	<b>\$xxx/Hr</b>	
<b>[other]</b>	<b>\$xxx/Hr</b>	

For each subsequent option year following the base year, the base rates shall be increased by the prior year rates times the average state CPI increase for each year, or by 2% from the previous year, whichever results in a higher increase. *[NOTE: This is placeholder language for further research]*